

MASTER INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION COUNCIL (hereinafter “RTC”), a metropolitan planning organization established under federal law and regional transportation planning organization established pursuant to state law, and created by interlocal agreement effective July 1, 1992, and Metro, metropolitan planning organization established under ORS Chapter 268 and the Metro Charter (“METRO”).

WHEREAS, RTC and METRO entered into a Memorandum of Understanding, dated June 1, 2015, with each other to identify mutual responsibilities for fulfilling federal mandated regional transportation planning responsibilities in Portland/Vancouver Urbanized Areas in compliance with Section 134 of Title 23 U.S.C. and Section 3 1601, et. seq. of Title 49 U.S.C.;

WHEREAS, RTC and METRO find it mutually advantageous to jointly develop regional plans and studies, develop regional policies and programs, collect and analyze regional data, and jointly develop regional travel forecasting tools utilizing both internal staff and outside consultants;

WHEREAS, RTC and METRO find it mutually advantageous to utilize the other’s personnel and expertise when appropriate to increase efficiency;

WHEREAS, the parties have the ability to contract with outside firms for consulting and technical services pursuant to RCW 39.34.080, as applicable and ORS 279A.055;

WHEREAS, the parties have the necessary personnel and expertise in combination and are willing to do said work for one another in consideration of the mutual covenants and agreements herein contained and pursuant to RCW 39.34.080, as applicable and ORS 190.110(1); and

WHEREAS, this AGREEMENT has been authorized by the governing body of the RTC and is authorized by Metro Code Section 2.04.020; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. The purpose of this AGREEMENT is to maximize the resources and expertise of the parties to increase efficiency in regional planning and policy development, data collection and assessment, and regional travel model development.

2. RTC or METRO shall provide to one another those regional planning and policy development, data collection and assessment, and regional travel model development services as requested of one another upon agreement of the other. If a party agrees to work on a project requested by the other party, the requesting party will issue a work order to implement this AGREEMENT. The work will be performed to the standards typical of RTC or METRO, as applicable.

3. Each work order shall set forth the scope of work, rate of compensation, not to exceed amount, and timelines for completion for each project.

4. The work orders shall be executed by the parties' administrative agents, or designees, specified in this AGREEMENT:

For METRO:

Chief Operating Officer (for work orders exceeding \$50,000)
Directors (for work orders of \$50,000 or less)

For RTC:

Executive Director

5. This AGREEMENT will be utilized by RTC and METRO.

6. Each party requesting service under the terms of this AGREEMENT covenants by executing a work order pursuant to this AGREEMENT that its requests for service are currently or will be budgeted for that party and for that service.

7. All costs to a party providing service for its labor, assigned contractors, and administrative expenses shall be recovered under a reimbursable work requisition number up to the maximum amount set forth in the agreed upon work order. All cost estimates shall include any appropriate administrative overhead rates, applicable sales and business and occupation taxes, applicable liability insurance charges, and actual charges. Costs shall include actual direct labor and usage charges and any applicable overhead.

8. If either party contracts for services with a third party consultant and if the consultant provides such services in partial or total fulfillment of a work order under the terms of this AGREEMENT, the party receiving the benefit of such services agrees to pay its appropriate pro-rata share, up to the maximum amount authorized in the work order. The party providing such services shall provide written evidence of the cost of such services to the receiving party in order to determine the receiving party's pro rata share.

9. Upon completion of each reimbursable work requisition or at monthly intervals, the party requesting service agrees to process payment for the party providing service, the amount of the costs under the work order within 30 days of approval of the invoice. Both parties shall endeavor to timely pay all bills for service. Billing invoices shall include the contract number, remittance address, invoice date, invoice number, invoice amount, and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Metro's billing invoices shall be sent electronically to

metroaccountspayable@oregonmetro.gov, with the contract number in the email subject line. RTC's invoices shall be sent by mail to: RTC Accounts Payable, PO Box 1366 Vancouver WA 98666-1366.

10. Both parties agree that in the performance of this AGREEMENT they shall comply with the provisions of RCW 39.34.080, and ORS Chapter 279, as applicable. Each party shall perform the work under this AGREEMENT as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals performing the work under this AGREEMENT including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

11. Both parties agree that in the performance of this AGREEMENT they shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, the parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; and (ii) Title V of the Rehabilitation Act of 1973 and related statutes, rules and regulations.

12. Each party shall indemnify, defend, and hold harmless the other party, its officers, employees, and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of the assigned personnel acting pursuant to the terms of this AGREEMENT, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

13. Subject to Section 12, above, each party agrees to hold the other party harmless from any and all bodily injury claims brought by employees of such party and expressly waives its immunity under the Ch 51 RCW, the Industrial Insurance Act, as to these claims which are brought against the other party; provided, that if RTC and METRO are both found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence. The RTC and METRO waive transfer of rights of recovery (subrogation) against each other, their agents, representatives, directors, officers and employees for any claim arising out of acts, errors, mistakes, omissions in the provision of work or services under this AGREEMENT.

14. It is understood and agreed between the parties that this AGREEMENT shall not be assigned, transferred or any portion subcontracted hereunder by the either party without the prior written permission of the other party.

15. Any notices to be given under this AGREEMENT shall be delivered postage repaid and addressed to:

To RTC:

Regional Transportation Council
PO Box 1366
Vancouver, WA 98666-1366
Attn: Executive Director

To METRO:

METRO
600 NE Grand Avenue
Portland, Oregon 97232
Attn: Chief Operation Officer

16. This AGREEMENT is intended for the benefit of the parties and is not intended to create third party beneficiaries. The terms of this AGREEMENT shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written amendment signed by both parties.

17. The term of this AGREEMENT is for five (5) years from the date of execution by both parties. Either party may terminate this AGREEMENT upon sixty (60) days written notice. The parties agree to reimburse one another for the cost of services actually provided through the date of termination of this AGREEMENT.

18. This AGREEMENT is entered into pursuant to Chapter 39.34 RCW and ORS190.110. Its purpose is as set forth in Section 1. Its term or duration is as specified in Section 17. Its method of termination is set forth in Section 17. Its manner of financing is described in Sections 2-8. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

19. The parties agree that there shall be two (2) signed originals of this AGREEMENT procured and distributed for signature by the necessary officials of RTC and METRO.

20. Both parties and their duly authorized representatives shall have access to books, documents, papers, and records otherwise privileged under Oregon and/or Washington law which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts.

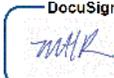
21. Acts taken in conformity with this AGREEMENT prior to its execution and filing are hereby ratified and affirmed.

22. Any dispute arising out of or in connection with this AGREEMENT, including but not limited to any question regarding its existence, validity or termination shall first be referred to mediation under the rules of the American Arbitration Association which Rules are deemed to be incorporated by reference into this clause. The parties shall agree on a mediator, the mediation shall occur in Portland, Oregon at a location acceptable to both parties and the governing law to be applied by the mediator shall be the determined by the mediator in advance of the actual mediation. In the event that mediation is unsuccessful, any litigation between the parties that arises out of or relates to the performance of the Agreement shall occur in the Circuit Court of Multnomah County, and if in the federal courts, the United States District Court for Oregon. This AGREEMENT shall be

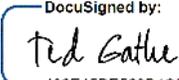
governed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules and doctrines.

IN WITNESS WHEREOF, the parties have set their hands this 18th day of December, 2020.

FOR SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

By: 
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Matt Ransom, Executive Director

Approved as to form:

By: 
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Ted H. Gathe, RTC General Counsel

FOR METRO

By: 
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Marissa Madrigal, Chief Operating Officer

Approved as to form:

By: 
B38595129F2348C...
Michelle Bellia, Senior Assistant Attorney